

UNITED STATES FEDERAL DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION, AT DAYTON

IRON WORKERS DISTRICT COUNCIL OF
SOUTHERN OHIO & VICINITY BENEFIT
TRUST, *et al.*

Plaintiffs,

v.

GENERAL STEEL ERECTORS, INC., *et al.*

Defendants.

CASE NO.: 3:12-CV-133

DISTRICT JUDGE BLACK

AGREED JUDGMENT ENTRY

It appearing to the Court that, a settlement has been reached whereby Plaintiffs Iron Workers District Council of Southern Ohio & Vicinity Benefit Trust, Pension Trust, and Annuity Trust (collectively "Plaintiffs" or the "Trusts") and Defendants General Steel Erectors, Inc. ("General Steel") and Douglas Phillips ("Mr. Phillips") (hereinafter General Steel and Mr. Phillips will be referred to collectively as the "Defendants") consent to the following entry of judgment:

1) It is therefore, ORDERED, ADJUDGED, and DECREED, that Plaintiffs are awarded judgment against Defendant Douglas Phillips in the amount of Seventy-Six-Thousand Eight-Hundred-Fourteen and 00/100 Dollars (\$76,814.00) (the "Full Amount"). The Full Amount is comprised of Forty-Two-Thousand Seven-Hundred-Seventy-Two and 24/100 Dollars (\$42,772.24) in delinquent contributions, Twenty-Seven-Thousand Four-Hundred-Forty-Five and 33/100 Dollars (\$27,445.33) in liquidated damages, and Six-Thousand Five-Hundred-Ninety-Six and 43/100 Dollars (\$6,596.43) in prejudgment interest. The Trusts have calculated the Full Amount from certified payroll reports that General Steel, Mr. Phillips, and/or other agents of General Steel submitted on various building and construction projects, as well as other

documents and information obtained by the Trusts, which purport to demonstrate the number of hours that General Steel employed union iron workers on whose behalf the Defendants were obligated to make fringe benefit contributions to the Trusts. The Trusts have agreed to accept Thirty-Nine-Thousand and 00/100 Dollars (\$39,000.00) (the "Compromised Amount") in full satisfaction of the claims set forth in their Complaint (**Case Document #1**), so long as the Defendants fulfill their obligations hereunder no later than by March 31, 2013.

2) It is further ORDERED that the Defendants shall pay \$39,000.00 to the Trusts in one (1) lump sum payment no later than by March 31, 2013. The Compromised Amount shall be paid by certified funds and written payable to "Iron Workers District Council of Southern Ohio & Vicinity Fringe Funds." The payment shall be sent to the Trusts care of their legal counsel via Next Day UPS (or equivalent means) as follows:

Faulkner, Hoffman & Phillips, LLC
ATTN: Joseph C. Hoffman, Jr., Esq.
Joseph D. Mando, Esq.
One International Place
20445 Emerald Parkway Dr., Ste. 210
Cleveland, Ohio 44135-6029

3) If the Defendants fail to satisfy the Compromised Amount by March 31, 2013 as required by this Agreed Judgment Entry, the Trusts shall be entitled to recover the Full Amount, along with their reasonable attorneys' fees and costs from the Defendants, jointly and severally. In the event of a breach by the Defendants, the Trusts' shall also be entitled to recover post-judgment attorneys' fees and costs incurred in collecting the Full Amount from the Defendants, jointly and severally. Should the Defendants fail to complete this Agreed Judgment Entry as required, the Trusts shall file a Notice with the Court and provide the Defendants with five (5) calendar days within which to cure their default. If the Defendants fail to cure within the provided five (5) day period, the Trusts will file a motion with the Court for their reasonable

attorneys' fees and costs incurred to the date of the motion, with the understanding that the Trusts will also be entitled to recover any additional attorneys' fees and costs incurred in executing upon this Agreed Judgment Entry.

4) It is further ORDERED that the Trusts shall be entitled to receive post-judgment interest at the rate of 12% per annum on the Full Amount, assessed monthly from the earliest signature date contained on this Agreed Judgment Entry, until such time as the Full Amount is paid. The Trusts will waive post-judgment interest, liquidated damages, prejudgment interest, costs, and attorneys' fees if the Defendants pay \$39,000.00 by March 31, 2013 as required by this Agreed Judgment Entry.

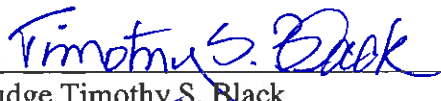
5) Upon the Defendants (or any one of them) paying \$39,000.00 to the Trusts by March 31, 2013, as required hereunder, the Trusts shall notify the Court that this Agreed Judgment Entry has been satisfied. The Trusts agree that General Steel and Mr. Phillips will each be released from any and all claims or causes of action relating to their failure to pay fringe benefit contributions if the Defendants satisfy this Agreed Judgment Entry by paying the Compromised Amount of \$39,000.00 by March 31, 2013 pursuant to the terms set forth herein. The Parties will immediately thereafter file a Joint Stipulation of Dismissal With Prejudice of this lawsuit.

6) It is finally ORDERED that the Court shall retain jurisdiction over this matter to ensure the Parties' compliance with this Agreed Judgment Entry.

IT IS SO ORDERED

Date: _____

3/26/13



Judge Timothy S. Black
U.S. District Court Judge

Approved

**Iron Workers District Council of Southern Ohio & Vicinity Benefit Trust, Pension Trust,
and Annuity Trust (Plaintiffs”), by**

/s/ Lori L. Rayome
Lori L. Rayome, Administrative Manager

03/12/2013
Date

-and-

/s/ Joseph D. Mando, Esq.
Joseph C. Hoffman, Jr., Esq. (0056060)
Joseph D. Mando, Esq. (0082835)
Faulkner, Hoffman & Phillips, LLC
ATTORNEYS FOR PLAINTIFFS

03/12/2013
Date

-and-

/s/ Douglas Phillips (email consent)
Douglas Phillips
General Steel Erectors, Inc.

03/20/2013
Date

Title: President

-and-

/s/ Douglas Phillip (email consent)
Douglas Phillips, in my personal capacity as a
Defendant in this Case

03/20/2013
Date

/s/ Brian M. Falcon, Esq. (email consent)
Brian M. Falcon, Esq.
Frost Brown Todd, LLC

03/26/2013
Date